

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

<b>In re:</b>  <b>Megan L Mosco</b>  <b>Debtor</b>  <b>NewRez LLC D/B/A Shellpoint Mortgage Servicing</b>  <b>Movant</b>  <b>v.</b>  <b>Megan L Mosco</b>  <b>Debtor/Respondent</b>  <b>SCOTT F. WATERMAN, Esquire</b>  <b>Trustee/Respondent</b>	<b>Bankruptcy No. 23-10768-amc</b>  <b>Chapter 13</b>
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**STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY**

Secured creditor, NewRez LLC D/B/A Shellpoint Mortgage Servicing, and Megan L. Mosco

“Debtor(s)” by and through their respective attorneys, hereby stipulate as follows:

**I. BACKGROUND:**

1. On September 8, 2009, Joseph Mosco and Megan Faulds executed and delivered a Promissory Note (“Note”) and a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$156,500.00.
2. The Mortgage was recorded on September 22, 2009, with the Delaware County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Delaware County commonly known as 422 Kent Road, Springfield, PA 19064 (the “Property”).
4. The Note and Mortgage were lastly assigned to NewRez LLC D/B/A Shellpoint Mortgage Servicing.
5. Debtor(s) has defaulted under the terms of the Note and Mortgage by failing to make the monthly post-petition payments of principal, interest and escrow. As of July 31, 2023, the post-petition

arrearage owed to Movant is \$6,199.96 and consists of 4 monthly mortgage payments at \$1,549.99 less a suspense balance of \$0.00

6. Thus, Debtor(s)'s post-petition arrearage currently totals the sum of \$6,199.96.
7. Debtor(s) further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$1,549.99 per month shall become due under the Note and Mortgage on the 1st of each successive month, beginning August 1, 2023 until the Note is paid in full. Debtor(s) acknowledges that the monthly payment is subject to change and is responsible for same.
8. NewRez LLC D/B/A Shellpoint Mortgage Servicing, and Debtor(s) desire to resolve Debtor(s)'s post-petition arrearage in accordance with the set forth terms below:

## **II. STIPULATION FOR RELIEF FROM STAY**

9. Debtor(s) confirms and acknowledges his obligations to NewRez LLC D/B/A Shellpoint Mortgage Servicing, under the Note and Mortgage.
10. Debtor(s) further confirms and acknowledges his failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 5 and 6.
11. Debtor(s) further confirms and acknowledges his obligations to make the regular post-petition payments of principal and interest going forward from August 1, 2023 as set forth above in paragraph 7.
12. Debtor(s) further agrees that they will be required to cure the remaining arrearage of \$6,199.96 by submitting a payment directly to Movant in the amount of \$6,199.96 within two (2) weeks of the filing of this Stipulation. Payments should be made to:

**NewRez LLC d/b/a Shellpoint Mortgage Servicing  
P.O. Box 10826  
Greenville, SC 29603**

13. In the event that Debtor(s) converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor(s) shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor(s) fail to cure the arrearage, NewRez LLC D/B/A Shellpoint Mortgage, will send Debtor(s)'s counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, NewRez LLC D/B/A Shellpoint Mortgage, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.
14. In the event the Debtor(s) should default on his obligations under this Stipulation by failing to comply with the provisions as set forth above in paragraph 11 and/or tender in full any of the payments described in paragraph 12, on or before the dates on which they are due, then NewRez LLC D/B/A Shellpoint Mortgage, its successors and/or assigns shall serve Debtor(s)' Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor(s) fails to cure the default within fifteen (15) days of the date of the written notification, then, NewRez LLC D/B/A Shellpoint Mortgage, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon NewRez LLC D/B/A Shellpoint Mortgage, or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor(s) or the Order of this Court.
15. Additionally, Debtor(s) agrees that he is not permitted more than two (2) defaults from the date of this Stipulation. Debtor(s) agrees that if he defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, NewRez LLC D/B/A Shellpoint Mortgage, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon NewRez LLC D/B/A

Shellpoint Mortgage, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.

16. Neither NewRez LLC D/B/A Shellpoint Mortgage's consent to this Stipulation nor NewRez LLC D/B/A Shellpoint Mortgage's acceptance of any payments tendered by Debtor(s) shall be construed as a waiver of NewRez LLC D/B/A Shellpoint Mortgage's right to proceed with or commence a foreclosure other legal action against Debtor(s) under this Stipulation; however, NewRez LLC D/B/A Shellpoint Mortgage, agrees to credit Debtor(s)' account for any payments made by Debtor(s) in accordance with this Stipulation, the Note and/or Mortgage.
17. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
18. Debtor(s) hereby certifies and confirms that he has reviewed the terms of the Stipulation with his Counsel that Debtor(s) understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor(s) to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Michelle L. McGowan      Date: 8/23/2023  
Michelle L McGowan, Esq.  
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NO OPPOSITION:

/s/ Ann Swartz *with express permission*

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